

RE TITANS LLC and STACY R. GINN

Plaintiffs,

vs.

FORA FINANCIAL ADVANCE, LLC,
FORA FINANCIAL, LLC, and
FINANCIAL AGENT SERVICES.

Defendants.

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IN THE DISTRICT COURT OF

HARRIS COUNTY, TEXAS

270TH JUDICIAL DISTRICT

Fora Financial Advance, LLC and Fora Financial, LLC (collectively “Fora Defendants”) file this answer to the Original Petition (the “Petition”) filed by Plaintiffs RE Titans LLC and Stacy R. Ginn, and respectfully show the following:

In accordance with Rule 92 of the Texas Rules of Civil Procedure, Fora Defendants generally deny all material allegations in the Petition, as well as any amended or supplemental petitions, and demand strict proof thereof.

In addition to its general denial, Fora Defendants assert the following defenses without conceding which party bears the burden of proof on such defenses:

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4. Plaintiffs' claims are barred, in whole or in part, because Plaintiffs' suffered no injury or damages.

5. Plaintiffs' claims are barred, in whole or in part, because Fora Defendants did not breach any duties it may have owed to Plaintiffs, the existence of which Fora Defendants deny.

6. Plaintiffs' claims are barred, in whole or in part, by Fora Defendants compliance with applicable statutes, regulations, agency interpretations, and other provisions of the law.

7. Plaintiffs' claims are barred, in whole or in part, by the economic loss rule.

8. Plaintiffs' claims are barred, in whole or in part, by the doctrine of unclean hands.

9. Plaintiffs' claims and damages are subject to and/or barred by, in whole or in part, the terms of any relevant and applicable contracts or agreements.

10. Plaintiffs' claims are barred, in whole or in part, due to waiver.

11. Plaintiffs' claim for attorney's fees is barred because they have not asserted, and cannot prevail on, any cause of action that would support an award of attorney's fees. Fora Defendants also reserve the right to challenge the reasonableness and necessity of any attorney's fees.

12. Plaintiffs' claims may also be barred by other defenses that may arise during this litigation, which defenses Fora Defendants reserve the right to assert.

III. RESERVATION OF RIGHTS

As authorized by the Texas Rules of Civil Procedure, Fora Defendants reserve the right to amend this pleading before the trial of this cause on the merits.

Some or all of Plaintiffs' claims are subject to a mandatory arbitration provision, which Plaintiffs' have breached by filing this action. Fora Defendants expressly reserve the right to

enforce that provision and compel arbitration in accordance with the arbitration agreement between the parties.

IV. PRAYER

WHEREFORE, PREMISES CONSIDERED, Fora Defendants pray that Plaintiffs take nothing on their claims and for all other relief, at law or in equity, to which Fora Defendants are justly entitled.

Respectfully submitted,

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/s/ Kurt Lance Krolikowski

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**COUNSEL FOR FORA FINANCIAL
ADVANCE, LLC AND FORA
FINANCIAL, LLC.**

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing instrument was served upon the following counsel pursuant to the Texas Rules of Civil Procedure on July 1, 2020.

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/s/ Kurt Lance Krolikowski
Kurt Lance Krolikowski